

TIMBER SALE PROSPECTUS

Date: 03/29/2019

Sale Number /Name: Sale #2 / 40 Acres Pine Sawtimber Sale

Prospective Buyers:

I, Chris Weems will receive sealed bids on April 30th, 2019 no later than 11:00 A.M. for Sale No./Name Sale #2 / 40 Acres Pine Sawtimber Sale at the office of TraxPlus whose address being, 9800 HWY 503, Hickory, MS 39332. Bids shall be opened at said time and date at the above address.

Harvest Boundaries for the sale are described as: All merchantable timber as outlined on the attached aerial map in the SW ¼ of the NE ¼, of Section 5, Township 4 North, Range 10 East. And that part of the SE ¼ of the NE ¼ of Section 6, Township 4 North, Range 10 East, all in Jasper County, Mississippi. See the attached map for the sale area. The purchase of timber is on a lump sum basis for all merchantable timber located in the harvest boundaries as described above. The merchantable timber consists mainly of +/- 40 Acres of Mature Pine Sawtimber and some Pine C&S.

I, Chris Weems offer no guarantee as to the quality or quantity of the timber described above. A cruise was performed by Craig Youngblood of Penantly Timberland Management on the subject timber in April of 2018. A copy of the Stand and Stock tables from that cruise are provided with this prospectus. Interested parties are urged to inspect the sale area and to make their own estimates. Estimated volumes from the April 2018 cruise are below:

40 +/- Acres Mature Pine Sawtimber

<u>Product</u>	<u>Volume</u>
Pine Pulpwood	82 Tons
Hardwood Pulpwood	46 Tons
Pine Chip-n-Saw	840 Tons
Pine Sawtimber	3,150 Tons

I, Chris Weems reserve the right to reject any or all bids. The successful bidder will be required to execute the attached 'Timber Sale Contract'. The contract period will be for 18 months. Those interested in bidding on the timber should complete this bid form and submit it to reach the office of TraxPlus attention Chris Weems Timber Sale #2 whose address is stated above by 11:00 A.M., April 30th, 2019. To protect the security of your bid, mark lower left corner of envelope with "Attention: Chris Weems Timber Bid". Electronic bids are to be emailed to chris@traxplus.com by 11:00 A.M., (April 30th, 2019). *Electronic bids will be acknowledged by a reply to the senders email.*

The successful bidder, if any, will be notified as soon as possible after bid opening and shall thereupon pay for the timber prior to May 10th, 2019. The successful bidder will be required to deposit \$3,000.00 as a performance bond prior to harvesting. Attached to this Notice are copies of the proposed "Timber Deed and Agreement" and maps with designated harvesting boundaries.

The access gate off of CR 2462 will remain dummy locked during the inspection dates. The successful bidder will be provided a key for the access gate.

Sincerely,

Chris Weems

BID FOR TIMBER:

Lump sum bid for all merchantable timber: \$ _____ Date: _____

(Company Name) (Address, City, State, Zip)

Signature of Bidder and Phone Number _____

TIMBER DEED AND AGREEMENT

FOR AND IN CONSIDERATION OF THE SUM OF TEN AND NO/DOLLARS (\$10.00), and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I Chris Weems (Grantor) of 15793 HWY 503, Decatur, MS 39327, do hereby convey and warrant unto

_____ (Grantee), all merchantable timber in the designated clear-cut areas. Timber is located on the following described property, to wit:

All merchantable Pine timber in the SW ¼ of the NE ¼, of Section 5, Township 4 North, Range 10 East. And that part of the SE ¼ of the NE ¼ of Section 6, Township 4 North, Range 10 East, all in Jasper County, Mississippi.

1. The rights herein granted shall continue until October 30th, 2020, and on expiration of such period, all rights herein granted shall cease and terminate and all timber conveyed not then cut and removed from the above described lands shall become property of Grantor, free of any claims or rights of Grantee, its successors or assigns. Upon completion of harvesting, Grantee shall furnish a written release to Grantor.
2. Grantee agrees to notify Grantor at least three (3) days prior to commencing harvesting operations or Grantee's intentions to begin harvesting operations. Grantee will also notify Grantor when harvesting operations are suspended, resumed and/or completed.
3. Grantee shall have the right of ingress and egress on and across the above described lands with such machinery, equipment and personnel as may be deemed necessary by Grantee for the purpose of exercising the rights herein granted.
4. All severance taxes shall be borne and paid by Grantee.
5. The Grantee shall use reasonable precaution to prevent fires on said lands and to prevent the spread of any fires that may occur and will use all reasonable means to suppress any fires however originating on said lands during hours that cutting operations are ongoing. The Grantee shall be responsible for any damage caused to property of Grantor or adjacent landowners by any fire originating from cutting, removing, cleaning or other operations of Grantee, its employees, agents and independent contractors.
6. Grantee shall prevent unnecessary damage to the property of Grantor and shall prevent damage to the property of any adjacent landowners. No harvesting will be permitted during substantially wet periods. Should ground conditions be such that excessive damage is being done to the area, Grantor shall have the option of ceasing all harvesting operations and the life of the contract may be extended by the number of days harvesting is suspended. Said time extension will be granted, provided Grantee has made a previous attempt to harvest during favorable ground conditions.
7. Grantee agrees to maintain roads, culverts, gates, fences, utility rights-of way and any other improvements of Grantor and adjacent landowners, and agrees to restore or replace same at Grantee's expense, if damaged, to as near as possible their present condition. Grantee shall leave all roads,

property boundaries, utility rights-of way, fields and creeks free and clear of excessive rutting, tree tops or logging debris. Grantee shall protect all boundary trees.

8. Grantee covenants and agrees that it will save harmless Grantor and said land from any and all claims, demands, actions or causes of action for the injury or death suffered by person(s) or damage to the property of any third person(s) which may proximately result from harvesting or other operations of Grantee, its employees, agents or independent contractors.
9. Grantor warrants title to said timber and will defend it against any claims of mortgages, property taxes or any other encumbrance at Grantor's expense.
10. Grantee, its successors or assigns, shall have in force, adequate coverage of worker's compensation insurance, employer's liability insurance and general liability insurance during the term of this contract and shall provide Grantor a Certificate of Insurance before commencing harvesting operations. Grantee acknowledges and agrees that all persons who work on or are employed in connection with any cutting, removing or other activities contemplated by this agreement shall be employees or subcontractors of Grantee only and that Grantor shall have no duty or responsibility whatsoever for such persons or activities.
11. Grantee shall leave the property free and clear of litter and shall not bury litter on property of Grantor. It is further agreed that Grantee shall contain and/or dispose of all petroleum products according to approved state and federal environmental laws.
12. Grantee covenants and agrees to at all times abide Mississippi's Best Management Practices (BMP's) as such practices relate to the harvesting of timber. Upon completion of harvesting, all loading ramps shall be cleared, graded and/or seeded to minimize water run-off and subsequent erosion. All logging roads, loading ramps, creeks and SMZ's (if any) shall remain free and clear of ruts, tops and other logging debris. All woods roads shall be maintained throughout the harvesting operation and upon completion of harvesting, woods roads shall be crowned, ditched and/or water-barred to facilitate adequate control of surface water run-off, sedimentation and soil erosion. Buyer further agrees to leave all roads in a condition that can be freely traveled by a two (2) wheel drive pick-up truck in dry weather.
13. If any conditions of this contract are violated by Grantee, Grantor may upon giving Grantee ten (10) days notice in writing, suspend all operations engaged in by Grantee until said conditions are remedied. It is agreed and understood between the Grantor and the Grantee herein, its successors or assigns, that should any dispute arise as to the terms and conditions of this grant, that said matter will be settled by arbitration of three (3) arbitrators, whose majority opinion shall be final and binding upon the parties hereto. Said arbitrators shall be selected by the Grantor selecting one arbitrator, the Grantee selecting one arbitrator and the two arbitrators so selected shall select a third arbitrator. Said arbitrator shall be an independent forestry consultant, registered in the State of Mississippi, and shall have no timber buying interest(s) whatsoever. The selection of arbitrators shall be commenced no later than ten (10) days following any dispute which may arise and completed with due and reasonable diligence.
14. Grantee covenants and agrees to prevent damage to all merchantable timber lying outside harvest boundaries and within Streamside Management Zones (SMZ's). Said trees are considered LEAVE trees

and as a penalty for cutting said LEAVE trees, Grantee shall pay three (3) times the fair market value for all trees so cut.

15. No later than the day before harvesting commences, a \$3,000.00 check shall be deposited with Grantor. 10 days after completion of harvesting and approval (that all conditions of sale have been met), said deposit shall be refunded. In the event Grantor does not approve the compliance with the terms and conditions of this agreement, said company shall determine what terms and conditions have not been complied with and shall utilize all or any part of the deposit to cure such default by Grantee; all expenditures of any sum by said Grantor in accordance herewith shall be conclusive and binding upon the Grantee. If the cost to cover the default on the terms and conditions hereof should exceed the aforementioned deposit, the Grantee shall, within five (5) days of written notice from said Grantor, furnish said Grantor with such additional funds as have been determined by said Grantor.

16. Grantee shall not engage its operations on Sundays.

WITNESS OUR SIGNATURES, this the _____ day of _____, 2019.

GRANTOR: _____

ADDRESS: _____

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for said County and State on the _____ day of _____, 2019, within my jurisdiction, the within named Chris Weems, who acknowledged that he executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My commission expires:



